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REMARKS

At page 2 of the Office Action, the Examiner indicated that publication www.bizjournals.com/memphis/stories/2003/06/02/daily23.html, which was submitted in an information disclosure statement on October 30, 2003, could not be found. With this response, Applicants resubmit the aforementioned reference, together with a supplemental information disclosure statement. Since the reference was previously submitted, Applicants believe that no fee is required under 35 U.S.C. §1.17(p). However, if the Patent Office determines that a fee for submission of an information disclosure statement is required, the Commissioner is hereby authorized to charge any fees to Deposit Account Number 50-2469.

Applicants respectfully traverse the rejection of claims 1-4, 7-8, 11-14, 16-17, 21-24 and 29-33 under 35 U.S.C. §102(e) over U.S. Pat. No. 6,615,034 ("Alloune"). Alloune discloses a communication billing system including a processing system that is configured to process wireless service events and wireline service events, to generate total charge records for the wireless service events and for the wireline service events, and to generate a bill from the total charge records. *See Alloune*, Abstract. Additionally, Alloune discloses processing of wireline service events and wireless service events by a cross-application of unused credits from one service to the total charge records of the other service. *See Alloune*, Col. 8, lines 8-27. In Alloune, the wireless service credits are associated with the wireless services, and the wireline service credits are associated with the wireline services. *See Alloune*, Col. 8, lines 8-27. The cross-application of Alloune allows for unused credits from one service to be applied evidently to offset total charges related to usage of the other service.

In direct contrast, claims 1 and 11 recite a pricing plan including an allotment of shared telecommunication units for use in connection with at least a first telecommunications service and a second telecommunication service. Claim 21 recites receiving an invoice file from a first telecommunications service provider, the invoice file identifying usage of shared telecommunications units applied in connection with a first telecommunications service and a second telecommunications service. Claim 35 recites a price plan including an allotment of shared telecommunications units, the shared telecommunications units available for use in connection with a first subscriber service and a second subscriber service.

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Alloune fails to disclose or suggest shared telecommunication units for use in connection with a first telecommunications service and a second telecommunications service, as recited in independent claims 1, 11, 21 and 35. Alloune discloses credits associated with a particular service, not shared telecommunications units for use in connection with at least a first telecommunications service and a second telecommunications service, as recited by the independent claims. Therefore, claims 1, 11, 21 and 35 are allowable over Alloune. Claims 2-4, 7-8, 12-14, 16-17, 22-24, and 29-33 are also allowable over Alloune, at least by virtue of their dependency from allowable independent claims 1, 11, and 21. Therefore, the rejection of claims 1-4, 7-8, 11-14, 16-17, 21-24, and 29-33 should be withdrawn.

Applicants respectfully traverse the rejection of claims 5-6, 9-10, 15, 20, 25-28, and 34-39 under 35 U.S.C. § 103(a) over Alloune in view of U.S. Pub. No. 2003/0045267 ("Himmel") at page 6 of the Office Action. As previously discussed, Alloune discloses processing of wireline and wireless service events by a cross-application of unused credits from one service to the total charge records of the other service. *See Alloune*, Col. 8, lines 8-27. Himmel discloses a system for transferring mobile phone services or features from one customer to another. *See Himmel*, Abstract, Figures 5 and 6. Thus, both Alloune and Himmel disclose systems for transferring credits between accounts.

However, the asserted combination of Alloune and Himmel fails to disclose or suggest shared telecommunication units, as recited in independent claims 1, 11, 21, and 35. The asserted combination of Alloune and Himmel discloses transfer of unused credits from one account to another, but fails to disclose or suggest shared telecommunication units for use in connection with a first telecommunication service and a second telecommunication service, as recited by the independent claims. Therefore, the asserted combination of Alloune and Himmel fails to disclose or suggest at least one element of each of the dependent claims 5-6, 9-10, 15, 20, 25-28, 34, and 36-39, at least by virtue of their dependency from claims 1, 11, 21 and 35.

Additionally, with regard to dependent claims 5-6, 9-10, 15, 20, 25-28, 34 and 36-39, Applicants submit that the asserted combination of Alloune and Himmel fails to disclose or suggest the particular combination of elements as recited by these claims. For example, with regard to claims 5, 20, and 38, the Office Action acknowledges that Alloune fails to disclose transferring settlement reports to a provider. The Office Action alleges that Himmel discloses

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this feature. However, Himmel discloses that after the transfer of minutes or services is completed, a notification is sent to the recipients that the transfer has occurred. *See Himmel*, Abstract and page 1, paragraph 8.

In contrast, claim 5 recites a settlement system configured to transfer settlement reports to a provider of the first telecommunications service. Claim 20 recites preparing a reconciliation report associated with the allotment of shared telecommunication units and sending the reconciliation report to the first telecommunications service provider. Claim 38 recites receiving a reconciliation file from the second subscriber service provider, the reconciliation file indicating a portion of the allotment of the shared telecommunications units used in conjunction with the first subscriber service. The asserted combination of Alloune and Himmel fails to disclose or suggest a reconciliation report or file as recited in claims 5, 20, and 38.

With regard to the rejection of claim 6 at page 7 of the Office Action, Applicants note that the asserted combination of Alloune and Himmel fails to disclose or suggest a revenue tracking system configured to access the customer database and configured to access the settlement system, as recited by claim 6. With regard to claims 9 and 15, the asserted combination of Alloune and Himmel fails to disclose or suggest calculating excess charges when the cumulative usage of the first set of telecommunications service usage data and the usage of the second set of telecommunications usage data exceeds the allotment of shared telecommunication units, as recited in claims 9 and 15.

With regard to the rejection of claim 10 at pages 7 and 8 of the Office Action, the asserted combination of Alloune and Himmel fails to disclose or suggest an interactive voice response system configured to provide account data associated with the allotment of shared telecommunication units, as recited in claim 10. At page 8, the Office Action asserts that Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred. *See Office Action*, p. 8. However, Applicants note that the number of minutes accessed by the user of Himmel are specific to the particular service (*See Himmel*, Abstract, page 1, paragraphs 7 and 8), and are not indicated to be shared telecommunications units, as recited in the claims of the present application. The system of Himmel allows a customer to transfer minutes to another customer,

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but the minutes of Himmel are transferred minutes and not shared telecommunication units as recited by the claims of the present application.

With regard to the rejection of claims 25-27 at page 8 of the Office Action, claims 25-27 depend from claim 23, which depends from independent claim 21. Claim 21 recites receiving an invoice file from a first telecommunications service provider, the invoice file identifying a usage of shared telecommunication units applied in connection with a first telecommunications service and a second telecommunications service and preparing an invoice including information from the invoice file. Claim 23 recites the invoice further includes information associated with a third telecommunications service. Claims 25-27 recite that the third telecommunications service is a calling card telecommunications service, an internet access service, and a cable access service, respectively.

At page 8, the Office Action acknowledges that Alloune fails to disclose or suggest the particular features of claims 25-27. As previously discussed, the asserted combination of Alloune and Himmel fails to disclose or suggest shared telecommunications units, as recited by independent claim 21, from which claims 25-27 depend. Therefore, the asserted combination of Alloune and Himmel fails to disclose or suggest at least one element of each of the claims 25-27, at least by virtue of their dependency from claim 21. Moreover, Himmel fails to disclose or suggest the particular features of claims 25-27. Specifically, Himmel discloses transfer of credits from a calling card to an account of another customer. *See Himmel*, pages 5-6, paragraph 51. Himmel provides no indication that information associated with a third telecommunications service is included in the invoice, as recited in claim 23. Therefore, the asserted combination of Alloune and Himmel fails to disclose or suggest all of the features of claims 25-27.

With regard to the rejection of claims 28 and 39 at page 9 of the Office Action, the Office Action acknowledges that Alloune fails to disclose or suggest receiving a supplemental invoice file from a second telecommunications service provider. The Office Action asserts that the transfer of minutes or services between customer accounts of Himmel, wherein the service providers agree to an exchange rate, teaches this feature. *See Office Action*, p. 9.

Applicants respectfully disagree. In particular, neither Alloune nor Himmel disclose or suggest a supplemental invoice, as recited in claims 28 and 39. Though Himmel discloses reciprocal agreements between service providers defining exchange rates (*see Himmel*, p. 4,

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paragraph 49), these reciprocal agreements are not supplemental invoices. Therefore, the asserted combination of Alloune and Himmel fails to disclose or suggest all of the elements of claims 28 and 39.

With regard to the rejection of claims 34 and 37 at page 9 of the Office Action, the Office Action acknowledges that Alloune fails to disclose or suggest transferring order data associated with a subscription request to a second telecommunications provider. Applicants note that claim 34 depends from claim 32, which depends from independent claim 21, and that claim 37 depends from independent claim 35. Claim 32 recites receiving a subscription request identifying a prices plan including an allotment of shared telecommunication units for use in connection with the first telecommunications service and the second telecommunications service. Claim 35 recites receiving order data, the order data identifying a price plan, the price plan including an allotment of shared telecommunications units, the shared telecommunications units available for use in connection with a first subscriber service and a second subscriber service. As previously discussed, the asserted combination of Alloune and Himmel fails to disclose or suggest shared telecommunications units. Therefore, the asserted combination of Alloune and Himmel fails to disclose or suggest at least one element of claims 34 and 37, at least by virtue of their dependency from claims 32 and 35.

With regard to the rejection of claims 35 and 36 at pages 10 and 11 of the Office Action, as previously discussed, the asserted combination of Alloune and Himmel fails to disclose or suggest shared telecommunications units available for use in connection with a first subscriber service and a second subscriber service, the first subscriber service being distinct from the second subscriber service, as recited by independent claim 35. Claim 36 depends from independent claim 35. Therefore, the asserted combination of Alloune and Himmel fails to disclose or suggest at least one element of each of the claims 35 and 36.

Applicants respectfully traverse the rejection of claims 18-19 under 35 U.S.C. § 103(a) over Alloune in view of U.S. Pat. No. 6,556,818 ("Meehan") at page 11 of the Office Action. The Office Action acknowledges that Alloune fails to disclose or suggest a third telecommunications service provider as recited by claims 18 and 19. The Office Action asserts that Meehan discloses this feature. Meehan discloses a service to which a landline telephone user can subscribe for a fixed set fee for billing any and all calls placed to a mobile destination

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from the subscriber line. *See Meehan*, Abstract. The fixed set fee service of Meehan may be provided by a third party. *See Meehan*, Col. 10, lines 26-40.

However, Applicants note that the third party described in Meehan is not a telecommunications service provider, as recited by claim 18, from which claim 19 depends. Instead, the third party of Meehan is a billing service. *See Meehan*, Col. 10, lines 26-40. The third party described in Meehan provides billing services associated with telecommunication service usage, but not the telecommunication services. *See Meehan*, Col. 10, lines 26-40. Therefore, the asserted combination of Alloune and Meehan fails to disclose or suggest at least one element of claims 18 and 19.

Applicants respectfully traverse the rejection of claim 40 under 35 U.S.C. § 103(a) over Alloune in view of Himmel, and further in view of Meehan at page 12 of the Office Action. The Office Action acknowledges that Alloune and Himmel fail to disclose a third subscriber service provider. However, claim 40 recites sending a supplemental invoice to a third subscriber service provider. Moreover, as previously discussed with respect to claims 28 and 39, Alloune and Himmel fail to disclose or suggest a supplemental invoice.

Applicants note that in contrast to claim 35, the third party described in Meehan is a billing service for accumulating billing related to telecommunication service usage. *See Meehan*, Col. 10, lines 26-40. Moreover, Meehan fails to disclose or suggest sending a supplemental invoice to a third subscriber service provider, as recited in claim 40. Therefore, the asserted combination of Alloune, Himmel and Meehan fails to disclose or suggest all of the elements of claim 40.

CONCLUSION

Applicants have pointed out specific features of the claims not disclosed, suggested or rendered obvious by the references applied in the Office Action. Accordingly, Applicants respectfully request reconsideration and withdrawal of each of the rejections, as well as an indication of the allowability of each of the claims now pending.

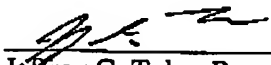
The Examiner is invited to contact the undersigned attorney at the telephone number listed below if such a call would in any way facilitate allowance of this application.

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The Commissioner is hereby authorized to charge any fees, which may be required, or credit any overpayment, to Deposit Account Number 50-2469.

Respectfully submitted,

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Date


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